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PUBLIC EMPLOYMENT  
RELATIONS BOARD

# *AGREEMENT*

*BETWEEN*

*CITY ASSESSOR OF DUBUQUE, IOWA*

*AND*

*TEAMSTERS UNION, LOCAL 421*



*July 1, 2007 - June 30, 2008*

232

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**THIS COLLECTIVE BARGAINING AGREEMENT SHALL BE IN FORCE  
BEGINNING JULY 1, 2007 TO AND INCLUDING JUNE 30, 2008**

**ARTICLE 1 - RECOGNITION**

The City Assessor of Dubuque, Iowa agrees to recognize Teamsters Union, Local 421 as the exclusive and sole bargaining agent in all matters pertaining to wages and hours of employment for all employees in the Notice of Certification from the Iowa Public Employment Relations Board and known as Case No. 479 certified October 14, 1975.

The Employer agrees that there shall be no discrimination against any employee because of nationality, age, physical or mental disability, race, sex, political affiliation, religious affiliation, or membership, past or present, in any union.

**ARTICLE 2 - DISCIPLINARY PROCEDURE**

A. An orderly system of discipline shall be followed. When accepted procedures have been violated, the employee shall be given a reprimand. For a second offense, a suspension from one to not more than three days without pay may be levied. For a third offense, a suspension of from three days to not more than six days may be levied. Three violations within a two-year period shall be construed as a repeated violation. Regardless of the number of violations, after a two-year period of violation free service, all records of previous offenses will be disregarded with relations to all future violations.

B. All reprimands, suspensions, demotions, reduction in salary, and discharges shall be in writing with a copy to the employee and to the Union Business Representative. Such notices shall be given to the employee in private whenever possible.

C. Appeal from disciplinary action shall be made through the grievance procedure.

**ARTICLE 3 - GRIEVANCE PROCEDURE**

Any grievances and disputes pertaining to the violation of this Agreement shall be handled in the following manner and sequence. All grievance statements after Step 1 must be written and signed. Grievances not filed within prescribed time limits for any step of the grievance procedure shall advance the grievance to the next step.

STEP 1 - Within five (5) working days of the alleged incident, an employee may submit a verbal grievance to his immediate Supervisor during regular working hours. The Union Steward may be present if the employee desires. Within two (2) working days the immediate Supervisor will verbally notify the employee of the decision.

STEP 2 - If the grievance is not resolved in Step 1, the employee of the Union shall reduce the grievance to writing and present the grievance to the Department Head within fifteen (15) working days of the alleged incident. The Department Head shall answer the grievance in writing, a copy to the employee and a copy to the Union, within ten (10) working days of receipt of the grievance.

STEP 3 - If the grievance is not resolved in Step 2, the employee of the Union may within five (5) working days following the answer or non-answer by the Department Head, submit the grievance to the Assessor's Advisory Board. (Personnel Director of the School Board, Personnel Director of Dubuque County, and Personnel Director of the City of Dubuque.) The Assessor's Advisory Board may, within fifteen (15) working days, reply in writing to the employee and to the Union of his decision. If, within fifteen (15) working days, the Board fails to answer to Step 3, the Grievance may be submitted to an Arbitrator mutually agreed upon by both the Union and the Employer. Statutory requirements of binding Arbitration shall govern all procedures.

#### **ARTICLE 4 - VOTING IN ELECTIONS**

Employees entitled to vote in State and Federal elections may, between the time the polls open and close, be granted time off to vote. The Employer shall provide a schedule for this released time, so as to arrange orderly implementation.

#### **ARTICLE 5 - PAY DAY SCHEDULE**

Proposed schedule of paydays for bi-weekly payroll to be issued on every other Friday at 11:00 a.m.

Deadline date of certification to Payroll Department is five (5) days after payday as shown.

BE SURE to notify Department of any changes at time of submitting payroll by change order or in writing signed by employee.

#### **ARTICLE 6 - BULLETIN BOARD**

The County shall provide bulletin boards in mutually satisfactory places for official Union notices.

## **ARTICLE 7 - PROMOTIONS**

For the purpose of promotion, qualifications and ability to perform the work and length of service shall be considered. Length of service shall be understood to mean time employed in the office of the City Assessor.

A. All job openings shall be posted for a period of ten (10) working days before applications are closed.

B. Upon promotion of an employee, the rate of pay shall be the same as the previous rate, or administratively increased in step, or the next highest in the new position, or shall be returned to his/her former classification and rate of pay.

C. At the discretion of the Employer, and if workload would permit, full time clerk employees would be given the opportunity to go out and do field work.

Paragraph C shall not be subject to Article 3 of this contract.

## **ARTICLE 8 - NEW EMPLOYEES**

A. New employees, other than seasonal, shall serve a six (6) month probationary period, and may be hired at the minimum rate for the position. Upon satisfactory completion of the probationary period and if scheduled and works thirty (30) hours per week minimum, the employee will be entitled to all rights and privileges granted in all other full time employees and his/her term of employment will commence as of the employment date.

## **ARTICLE 9 - SEASONAL OR PART TIME EMPLOYEES**

All personnel under this classification shall be paid the minimum rate.

## **ARTICLE 10 - MILITARY LEAVE**

All military leaves granted shall be in accordance with Section 29.28 of the Code of Iowa as pertaining to Municipal employees.

Any vacation earned by an employee must be taken before entering military service.

Any employee wishing to return to work after completion of his/her military service will be granted all rights afforded him/her by the Universal Military Training and Services Act.

## **ARTICLE 11 - HOURS OF EMPLOYMENT**

The annual salary of employees, except part time shall be based on 1950 hours. The normal workweek shall be Monday through Friday consisting of 37 1/2 hours. Specific hours of employment for City Assessor personnel shall be set by the Assessor. All employees shall be entitled to a fifteen (15) minute rest period during each one-half shift. Normally this rest period shall be in the middle of each shift. A staggered lunch period may be arranged by the Assessor to allow the office to be open during the 12:00 to 1:00 period.

Overtime: Overtime shall be at the computed hourly rate plus one-half (1/2) for all hours in excess of 80 hours per two (2) week period.

## **ARTICLE 12 - HOLIDAYS**

A. All employees except probationary, seasonal and part time employees (those who average thirty (30) hours per week) are eligible for the following paid holidays subject to the limitations below:

New Year's Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday (All Day)	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

B. Whenever any of the listed holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. When a listed holiday falls on a Sunday, the following Monday shall be observed as the holiday.

C. Work performed on the above holiday periods by eligible employees shall be paid for at one and one-half (1 1/2) times the normal hourly rate in addition to the holiday pay.

D. To be credited for these holidays, it is necessary for the employee to work, or be on pre-requested vacation or sick leave, the day before and after the holiday. Verification may be requested for a sick day taken either before or after the scheduled holiday.

E. Any holidays which are gained through the collective bargaining process by the Dubuque County Courthouse and Library employees unit, will also be granted to the employees covered under this agreement.

### **ARTICLE 13 - VACATION**

A. Any employee desiring and entitled to vacation must submit a written request to his/her department head stating a specific time for his/her vacation. This request must be submitted at least four (4) weeks in advance of the specific time requested. The request will be approved if the time asked for will not affect the efficient operation or service to the County which said employee renders on the job.

B. Effective July 1, 1986, the employees, except seasonal and part-time shall be granted an annual paid vacation for the periods specified below, based on the following continuous service requirements:

- After satisfactory completion of one-year employment, one (1) week paid vacation will be allowed.
- After satisfactory completion of two through four years employment, two (2) weeks paid vacation will be allowed.
- After satisfactory completion of five years employment, three (3) weeks paid vacation will be allowed.
- After satisfactory completion of twelve years employment, four (4) weeks paid vacation will be allowed.
- After satisfactory completion of twenty years employment, five (5) weeks paid vacation will be allowed.

C. One week of vacation shall be considered a five day working period. A request for a vacation shall normally be made for a period of no less than one week (5 working days) however, an employee may, upon approval of the department, utilize vacation for absences of less than one week, but not less than four hours.

D. No vacation shall be granted during the first year of service, but, upon satisfactory completion of said period, vacation shall accrue to the employee for the full year.

E. Time on lay-offs, suspension, or leave without pay shall not be counted in determining a complete month of in-service requirements of continuous service. Vacation granted in any given year shall be earned in the previous year. Vacation time shall not accumulate beyond a twelve (12) month period.

F. The department shall determine the number of employees that may be on vacation at any one time. If it becomes necessary to limit the number of employees on vacations at one time, the employee with the earliest request and/or the longest term of service shall be given preference as to vacation time.

G. Any employee who has scheduled, requested and been granted a vacation in the last month of the year, and is then requested to return to work by the department, may carry over the remainder of the scheduled vacation into the next year.

H. Any employee who is on vacation that extends through a holiday period shall not be charged for a day or days of vacation for the holiday vacation period.

#### **ARTICLE 14 - SICK LEAVE**

A. All permanent full-time employees shall accrue sick leave at the rate of one-half (1/2) day of sick leave for each full pay period of service, based on twenty-six (26) pay periods per year to a maximum of one hundred twenty (120) days. Times of layoff, suspension or leave without pay shall not be counted in determining full pay period of service. Sick leave shall not be granted during the first pay period of employment. Sick leave will be paid only for approved time off within the employee's normal workday.

B. The Employer may require reasonable evidence as may be desired for confirming the necessity for such leave and no salary shall be allowed for such leave until such evidence is provided.

C. Medical certification will not generally be required to substantiate sick leave absences of three consecutive working days or less. In the event that the Employer has reason to believe that an employee is abusing his sick leave privileges, the employee may be required to furnish medical certificates or a written statement, which shall be set forth the reasons for such sick leave. The employee shall have the right to choose between a certificate or a written statement. Should an employee obtain a false medical certificate, furnish a false written statement, or should an employee fail to furnish the Employer a medical certificate or a written statement, then such employee may be disciplined appropriately including dismissal.

D. Sick leave is not intended to provide for practical nursing care of the immediate family. However, an employee may use up to five (5) days of sick leave per calendar year for serious illness of a member of the employee's immediate family, or to make arrangements for the proper care of members of the immediate family. Immediate family shall include the employee's spouse, children, parents and family members listed in Article 16 who are solely dependent upon the employee for health care needs. The employee may also use personal days, vacation and unpaid leave of absence for health care for members of the immediate family.

E. Special Accumulation: An employee who has accrued the maximum 120 days of sick leave shall accrue an additional thirty (30) days of special sick leave accumulation at the rate of pay of two (2) days per month of continuous employment in accordance with this Agreement.



The Special Accumulations may be converted by the City at the employee's regular rate and shall only be used to pay for the employee's normal health insurance premium for up to one (1) year duration, upon request, if the following conditions are met:

1. An employee must exhaust all regular sick leave accumulation, vacation accumulation, personal days and compensatory time.
2. An employee must be on approved unpaid leave of absence for medical purposes.

#### **ARTICLE 15 - PERSONAL LEAVE**

Each employee will be allowed three (3) days leave without accumulation, for personal use. Personal leave will be granted with pay upon two (2) days prior written notice to the employee's immediate supervisor.

If such two (2) days prior written notice is not given by an employee, such employee shall, within two (2) days after his/her return from such leave, submit to the immediate supervisor a written explanation of the reason or reasons such prior written notice was not given. If the employee fails to timely submit such written explanation, or if such explanation is submitted and the explanation tendered is found by the immediate supervisor to be inadequate, said personal leave shall be without salary.

#### **ARTICLE 16 - BEREAVEMENT LEAVE**

Each employee shall be granted three (3) days for bereavement leave with full salary and without accumulation, for the employee's spouse, child, parent, guardian, grandparent (including spouse's grandparent), grandchild, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parents or step-children. Each employee shall be granted one (1) day for bereavement leave with full salary and without accumulation, for the employee's aunt or uncle (or spouse's aunt or uncle). Employees utilizing bereavement leave shall give advance notification to the Assessor.

Additional days of bereavement leave may be granted to an employee upon application to and permission of the Assessor for the death or deaths of any of the above designated relatives, but any such additional bereavement leave shall be without salary.

No position shall be held for an employee who takes extended leave not covered under any previous article of this contract.

#### **ARTICLE 17 - JURY DUTY**

A. All full time employees may be granted leave with pay for Jury Duty on any Federal, State, County or Municipal Jury.

B. All full time employees may be granted leave with pay for attendance in court in connection with their official duties.

1. All pay over normal salary and necessary expenses shall be reimbursed to the department within thirty (30) days of receipt of payment.
2. Any absence either voluntary or in response to a legal order to appear and/or testify in private litigation, and not as an officer or employee of the County, but as an individual, shall be taken as vacation or as a leave of absence without pay.

## **ARTICLE 18 - PARENTAL/ADOPTION LEAVE AND FAMILY MEDICAL LEAVE**

### **Parental/Adoptive Leave**

Parental/Adoption Leave will be treated as an illness and subject to all provisions of this agreement regarding sick leave.

A Parental/Adoption Leave of absence may be granted to a natural parent or adoptive parent who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee. This notification will be submitted in writing to the Department Head or designee, within a reasonable time prior to the effective date of the leave. The employee's physician will determine when the employee's (biological mother) physical condition is such that she may return to work. Parental/Adoptive Leave may be used for persons other than the biological mother and will be for a time period not to exceed six (6) weeks. Employees on Parental/Adoptive Leave may use all accrued vacation after sick leave accumulation has been exhausted. Thereafter, they will be considered to be on an unpaid leave of absence.

### **Family and Medical Leave Act**

1. An employee on a Family & Medical Act Leave will continue to accrue seniority. However, no benefits will accrue during the period of the leave.
2. An employee may, upon approval from the appropriate department head, hold a specific number of days for pre-approved paid time off. The process for approval or disapproval of the set aside of paid time off days is not subject to the grievance procedure.
3. An employee will be granted twelve weeks of unpaid Family & Medical Leave after sick leave and paid time off has been exhausted. An employee will not be able to use paid personal sick leave for care of a family member, except as provided in Article 14, Section D, of this contract.

## **ARTICLE 19 - DUES CHECK OFF**

Employees shall have the right to request in writing and be allowed dues check off. Any member may terminate the dues check off by giving thirty (30) days notice to the Assessor.

Procedures for payroll deduction of employees' dues shall follow procedure as prescribed by the Assessor. (Auditor)

No deductions for initiation fees, special assessments, back dues, fines or similar items not specifically dues shall be allowed.

## **ARTICLE 20 - SUPPLEMENTAL PAY**

A. Employees shall be eligible and reimbursed for mileage expenses incurred in the performance of their assigned duties pursuant to Sec. 79.9, Code of Iowa - 1979, revised. Such mileage expense shall be computed at the I.R.S. allowable reimbursement rate.

B. Iowa Department of Revenue & Finance Testing for Assessor and Deputy: The Assessor's Office shall pay for mileage and lodging expenses incurred for personnel taking the examination for Assessor and Deputy. The number of personnel eligible for reimbursement shall be limited to three (3) employees, with a maximum of \$200.00 per employee per fiscal year. Mileage and receipts must be turned in by the employee for reimbursement. Maximum aggregate exposure to the Employer shall not exceed \$400.00 per fiscal year.

C. Forms for applying for reimbursement expenses shall be made available by the Assessor.

## **ARTICLE 21 - INSURANCE**

A. Full time employees shall be eligible for and receive hospitalization, medical-surgical and Major Medical benefits currently provided for by Blue Cross and Blue Shield. All permanent full time employees have the option to choose from single or family health insurance coverage provided below. Coverage for eligible employee shall commence on the first of the month following a thirty (30) day waiting period.

In the event that this coverage is not desired, the employee will be required to sign a written statement to the effect, and no additional salary shall be paid for failing to accept the plan.

B. All full time employees shall be provided a \$10,000 life insurance policy including accidental death and dismemberment.

C. Upon retirement the Employer shall provide payment for conversion of the \$2,000 of term life insurance to an ordinary life contract. Cost of conversion payment shall be borne by the Employer.

## **ARTICLE 22 - HEALTH AND SAFETY PROVISION**

A. Within the limits of his authority, the Assessor shall provide that employees shall not be required to perform duties that would be hazardous or dangerous, or in violation of any Federal, State or County regulation.

B. Prior to employment, all new employees shall be required to provide evidence of physical fitness to perform assigned duties and freedom from communicable disease.

## **ARTICLE 23 - TERMINATION OF EMPLOYMENT**

A. Any employee desiring to resign his/her position shall give written notice (2) calendar weeks prior to leaving. Such notification time shall not include any accrued vacation time. However, any accrued vacation time shall be granted on a pro-rated basis of the time worked.

B. The following actions would be subject to disciplinary action including discharge.

1. Use of drugs or alcohol during working hours.
2. Unauthorized or unexplained absences.
3. Acceptance of payment in any form from any citizen, contractor, or suppliers for any department services rendered.
4. Insubordination or refusal to obey any reasonable order of a supervisor.
5. Refusal to comply with any Federal, State or County law or regulation as required by the Iowa Code.

## **ARTICLE 24 - ARTICLES**

No article of the agreement shall be in violation of any Federal, State or Local statute, and nothing in this agreement shall be construed as intending to by-pass applicable implementation.

**ARTICLE 25 2007-2008 CONTRACT**

	<b><u>HOURLY WAGE</u></b>	<b><u>STEP#2</u></b>	<b><u>STEP#3</u></b>	<b><u>STEP#4</u></b>
<b>APPRAISER</b>				
Level I	\$20.61	(1.01)	(1.02)	(1.03)
Level II	\$21.86			
Level III	\$23.14			
Level IV	\$23.91			

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**CLERICAL**

Level I	\$16.14	(1.01)	(1.02)	(1.03)
Level II	\$17.40			
Level III	\$18.69			
Level IV	\$20.04			

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**BEGINNING  
CLERICAL**

\$14.86

## ARTICLE 26 - SENIORITY

A. For the purpose of promotion, seniority, qualification and ability to perform the work shall be considered.

B. The term seniority shall mean the length of continuous full-time (greater than thirty (30) hours per week) service to the City Assessor's Office and shall include the time spent in the military in accordance with applicable law. Seniority shall be broken by discharge, resignation, or more than one (1) year lay-off.

C. When it is necessary to reduce the work force, employees shall be called back in the reverse order of lay-off, provided they have the necessary qualifications to perform the available work.

## ARTICLE 27 - PARKING

Members of the bargaining unit shall be entitled to park in an assigned space in the parking lot behind the Courthouse free of charge for the duration of this contract, provided that the parking lot space is available.

## ARTICLE 28 - CONTRACT DURATION

This agreement shall be effective as of July 1, 2007 and continue in effect until June 30, 2008.

This agreement shall automatically continue in force and effect for equivalent periods except as may be amended, modified or substituted under specific negotiations procedure.

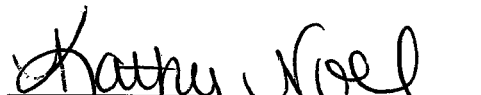
Notification of opening of negotiations shall be given in writing by either party not later than November 15th of the contract year.

## ARTICLE 29 - SIGNATURE CLAUSE

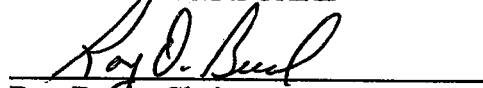
In witness whereof the parties hereto have agreed on the spirit and contents of this agreement and attest to by their signature placed thereon this 27th day of February, 2007.


TEAMSTERS UNION, LOCAL 421


  
David J. Baker - President

  
Kathy Noel, Negotiating Committee

CITY OF DUBUQUE  
CONFERENCE BOARD

  
Roy Buell - Chairman

  
Richard A. Engelken  
City Assessor

  
Galv J. Sanchez  
Negotiator

## **EARLY RETIREMENT**

Early retirement benefits will be available to eligible employees subject to the conditions set forth here and the approval of the Assessor.

### **Eligibility Requirements:**

1. At least 62 but less than 65 years of age by June 30 of year preceding retirement.
2. Have served a minimum of 20 years as an employee of the Assessor.
3. Employees meeting the Code of 88 (IPERS) are automatically qualified if they have a minimum of 15 years with the Assessor.
4. An option to participate in the Assessor Health and Hospitalization Insurance Program until the age of 65. Participation will be at the individual's request and subject to any condition or requirement of the insurance carrier and to the individual's prompt payment or premium amounts. Coverage will be the same as what is provided for current employees in the applicable contract year.
5. Credit for the accumulation of 100 or more unused sick leave days on June 30 of the year preceding retirement will be allowed. The credit will be the lesser of the Employer's cost for family coverage as listed in #4 above for the first year of retirement or the salary equivalent. This salary equivalent will be based on the individual salary in his/her last work agreement with the Employer.


Benefits are subject to applicable State and Local taxes. These benefits received will be considered remuneration for past service and no other compensation will be authorized after the effective date of retirement.

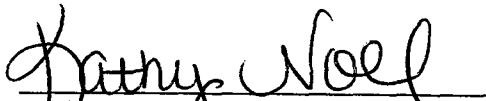
## Letter of Agreement

In the event that Fair Share legislation is adopted by the Iowa Legislature and signed into law by the Governor (as a mandatory subject of bargaining), the parties to this Agreement agree to re-open the collective bargaining agreement for single-issue bargaining – with regard only to Fair Share.


Signed and agreed this 27th day of February, 2007.


TEAMSTERS UNION, LOCAL 421


  
David J. Baker - President

  
Kathy Noel, Negotiating Committee

CITY OF DUBUQUE  
CONFERENCE BOARD

  
Roy Buol - Chairman

  
City Assessor

  
Negotiator